

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
THIRD DIVISION

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In Re:	Bankruptcy 03-37323
	Chapter 7 Case
Daniel John Lane,	Adversary 04-3102

Debtor,

Vermillion State Bank,

**AMENDED  
COMPLAINT**

Plaintiff,

vs.

Daniel John Lane,

Defendant.

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Now comes forth the Plaintiff and for its cause of action against Defendant states and alleges as follows:

1. That the Defendant, Daniel John Lane (hereinafter referred to sometimes as the "Debtor") filed a voluntary petition under Chapter 7 of Title 11 of the United States Code on October 28, 2003.  
The case is now pending in this Court.
2. The Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 523. This is a core proceeding.
3. That Plaintiff is a duly organized and existing state banking institution.
4. That on or about December 31, 2002, Defendant issued a personal financial statement to Plaintiff which Defendant represented was a true and accurate representation of his assets and liabilities as of said date.
5. That said personal financial statement was false in the following respects:

- a. Said personal financial statement did not list the second mortgage on Debtor's homestead;
  - b. Said personal financial statement failed to list Debtor's unsecured credit card debt in an amount of approximately \$40,000.00.
6. That Defendant knew that the personal financial statement was false in at least the respects referenced in paragraph 5 above when Defendant issued the personal financial statement to Plaintiff.
7. That Defendant issued the personal financial statement to Plaintiff knowing that Plaintiff would rely on said personal financial statement in issuing credit to Defendant.
8. That Plaintiff relied upon said personal financial statement to Plaintiff's detriment.
9. That in reliance in Defendant's personal financial statement Plaintiff issued a \$10,000.00 loan to Defendant, which loan was renewed on June 20, 2003.
10. That said personal financial statement was a statement in writing that was materially false, respecting the debtor's financial condition, on which Vermillion Bank, to whom the debtor is liable for money and credit reasonably relied and the debtor caused the financial statement to be published with intent to deceive.
11. That pursuant to 11 U.S.C. § 523(a)(2)(B), Defendant's obligation to Plaintiff on said \$10,000.00 promissory note dated June 20, 2003, together with all accrued interest, late fees and attorney's fees is non-dischargeable.

## SECOND CAUSE OF ACTION

12. Realleges the allegations contained in paragraphs 1 through 10 as though fully set forth herein.
13. That Defendant's promissory note dated December 20, 2002, came due in June, 2003.
14. That Defendant requested Plaintiff renew said promissory note on or about June 20, 2003.
15. As part of said request for a loan renewal, Defendant represented to Plaintiff that his financial situation was the same as stated on his personal financial statement dated December 31, 2002

and that there were no changes in his situation since that personal financial statement.

16. That said representations that there were no changes in Defendant's financial condition since the December 31, 2002 financial statement was false in at least the following respects:
  - a. That Defendant had a second mortgage on his personal residence which was not disclosed;
  - b. That Defendant was delinquent with his payments on his truck lease and the truck was in the process of being repossessed by Paccar Financial resulting in availability of in excess of \$120,000.00;
  - c. That Plaintiff had unsecured credit card debt as listed on Schedule F and not disclosed to Plaintiff.
17. That Defendant made representation concerning his personal financial statement and situation with the intent that Plaintiff would rely upon said representations.
18. That Plaintiff relied upon Defendant's representations in renewing the December 31, 2002 promissory note on June 20, 2003 for \$10,000.00.
19. The representations made by Defendant to Plaintiff concerning Defendant's financial condition of June, 2003, were false and known by Defendant to be false.
20. That Plaintiff has been damaged by its reliance on Defendant's false statements concerning his personal financial situation in the amount of \$10,000.00.
21. That pursuant to 11 U.S.C. § 523(a)(2) Plaintiff is entitled to a judgment determining that Defendant's indebtedness to Plaintiff is non-dischargeable.

**WHEREFORE**, Plaintiff demands judgment against Defendant as follows:

- a. For judgment declaring that all amounts owed Plaintiff on the \$10,000.00 promissory note dated June 20, 2003, including principal, interest and legal fees in an amount to be determined by the Court is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(A) and (B);

- b. For Plaintiff's costs and disbursements herein;
- c. For such other and further relief as the Court deems just and equitable in the premises.

Dated: March 30, 2004

/s/ Michael J. Iannacone  
Michael J. Iannacone, #48719  
Attorney for Plaintiff  
8687 Eagle Point Blvd.  
Lake Elmo, MN 55042  
(651) 224-3361  
(651) 297-6187 Fax